

**AGREEMENT BETWEEN**  
**THE TOWN OF NORTH SMITHFIELD**  
**AND**  
**RHODE ISLAND COUNCIL 94, AFSCME, AFL-CIO**  
**ON BEHALF OF**  
**NORTH SMITHFIELD TOWN EMPLOYEES**  
**LOCAL 937**  
**July 1, 2005—June 30, 2008**

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	
RECOGNITION	4
<b>ARTICLE 2</b>	
UNION SECURITY	4
<b>ARTICLE 3</b>	
DUES CHECKOFF	5
<b>ARTICLE 4</b>	
HOURS OF WORK	5
<b>ARTICLE 5</b>	
PREMIUM PAYMENTS	7
<b>ARTICLE 6</b>	
OUT OF GRADE PAYMENT	9
<b>ARTICLE 7</b>	
HOLIDAYS	9
<b>ARTICLE 8</b>	
VACATIONS	11
<b>ARTICLE 9</b>	
SICK LEAVE	13
<b>ARTICLE 10</b>	
BEREAVEMENT	14
<b>ARTICLE 11</b>	
PERSONAL LEAVE	14
<b>ARTICLE 12</b>	
LIFE INSURANCE	14
<b>ARTICLE 13</b>	
LONGEVITY	15
<b>ARTICLE 14</b>	
RETIREMENT	15

<b>ARTICLE 15</b>	
HEALTH AND DENTAL INSURANCE	16
<b>ARTICLE 16</b>	
ON THE JOB INJURY	17
<b>ARTICLE 17</b>	
MILITARY SERVICE - JURY DUTY	17
<b>ARTICLE 18</b>	
UNION REPRESENTATIVE - OFFICE TIME OFF	17
<b>ARTICLE 19</b>	
DISCIPLINE AND DISCHARGE	17
<b>ARTICLE 20</b>	
TOOLS AND CLOTHING ALLOWANCE	19
<b>ARTICLE 21</b>	
SAFETY AND HEALTH	20
<b>ARTICLE 22</b>	
EMERGENCY	21
<b>ARTICLE 23</b>	
SENIORITY	21
<b>ARTICLE 24</b>	
NEW EMPLOYEES	23
<b>ARTICLE 25</b>	
STRIKES AND LOCKOUTS	23
<b>ARTICLE 26</b>	
SAVINGS CLAUSE	23
<b>ARTICLE 27</b>	
GRIEVANCE PROCEDURE	23
<b>27.9</b>	
ARBITRATION	24
<b>ARTICLE 28</b>	
LABOR/MANAGEMENT COMMITTEE	25

<b>ARTICLE 29</b>	
MANAGEMENT RIGHTS	25
<b>ARTICLE 30</b>	
POSTINGS OF VACANCIES AND NEW GROUPS	25
<b>ARTICLE 31</b>	
BULLETIN BOARDS	27
<b>ARTICLE 32</b>	
LEAVE OF ABSENCE	27
<b>ARTICLE 33</b>	
LENGTH OF AGREEMENT	28
<b>ARTICLE 34</b>	
SALARIES	28

## **ARTICLE 1**

### **RECOGNITION**

- 1.1** The Town of North Smithfield recognizes AFSCME, Council 94, hereinafter referred to as the Union as the sole and exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.2** The bargaining unit consists of all employees either full or part time in the North Smithfield Highway Department, Police Department, and Town Hall as defined in the Rhode Island State Labor Relations Board, Case #EE 3139, 3262, 3489, and 3587 excluding emergency personnel, for the purpose of collective bargaining with respect to hours, wages, and working conditions. All references to a single gender will be understood as applying to both genders
- 1.3** The management of the Town of North Smithfield and the direction of the working forces is vested exclusively in the Town including, but not limited to the right to hire, suspend or demote, discipline or discharge for just cause, to transfer or layoff because of lack of work or other legitimate reasons, to determine the type, kind and quality of service to be rendered to the community, to determine the location of the physical structures of any division or department thereof, to plan and schedule services and work programs, to determine the methods, procedures and means of providing such services, to determine what constitutes good and efficient Town service, subject to the terms of this agreement.

## **ARTICLE 2**

### **UNION SECURITY**

- 2.1** All members covered by this agreement who are members of the Union may remain members of this Union for the life of this agreement. All employees who pass their probationary period may join the Union and remain members for the life of this agreement.
- 2.2** Any present or future full time employee who is not a Union member shall pay to the Union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues from the first day of employment.
- 2.3** The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any

agreement with any such group or organization, or with any individual, so long as the Union is the bargaining representative.

- 2.4 The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this agreement because of membership in, or legitimate activity on behalf of the Union.
- 2.5 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

### ARTICLE 3

#### DUES CHECKOFF

- 3.1 The Employer agrees to the Union Checkoff system, whereby Union dues and agency fees will be withheld from the employee's pay. Such withholdings are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of Rhode Island Council 94, 1179 Charles Street, North Providence, Rhode Island and accompanied by a list of employees paid.

### ARTICLE 4

#### HOURS OF WORK

##### GENERAL

- 4.1 Work Week, Shifts and Break Periods: Except as otherwise provided, the regular work week for employees shall consist of five (5) consecutive days, totalling thirty-five (35) hours within a calendar week, beginning on a Monday and ending on a Friday. Unless otherwise noted in this agreement, shifts for employees shall be 8:00am to 4:00pm.
- 4.2 Lunches and Breaks: Lunches will be as per the practice between the parties. (Lunches will be between the hours 11:30am and 1:30pm). Any employee who is requested or volunteers to work through a lunch period with prior approval of their Department Director or designee will be compensated as per the premium payment language in this article. Full time employees will be entitled to two (2) ten (10) minute coffee/rest breaks per day with pay. Part-time employees will be entitled to one (1) ten (10) minute coffee/rest break with pay per half day worked.

- 4.3 **Work Week - Highway:** Eight hours of work between the hours of 7:00am to 3:00pm with one (1) fifteen (15) minute break and one half (1/2) hour paid lunch. The regular work week shall consist of five (5) consecutive working days from Monday through Friday.
- 4.4 **Hours of Work for Recreation Department Employees:** Between the months of May and September, full time and part-time employees shall work five (5) consecutive days, Monday through Sunday, with the full time members working no more than three (3) weekends during this time period. The actual work schedule shall be determined by the Director of the Department.
- 4.5 **Work Week - Animal Control Department:** The hours of work for the Animal Control Officer will be Monday through Friday from 7:30am to 3:30pm with a one half (1/2) hour paid lunch. The Animal Control Officer may also be called in on an emergency basis by the Police Department Officer in Charge (OIC) to perform his duties and will be compensated at the rate of time and one-half.

**Work Week - Dispatchers:**

- 4.6 The hours of work for the dispatchers will be:
- |              |                 |
|--------------|-----------------|
| First Shift  | 0800-1600 hours |
| Second Shift | 1600-2400 hours |
| Third Shift  | 2400-0800 hours |
- 4.7 The part-time dispatcher/clerk will work a rotating work week of no less than sixteen (16) hours per week with an additional four (4) hours per week performing clerk/dispatch duties. (Total of twenty (20) hours per week.)
- 4.8 Hours will be flex time as determined by the department to do clerk as well as dispatcher duties.
- 4.9 Dispatching will be on a continuous basis through the seven (7) day work week. Employees shall only work a four (4) days on two (2) days off work schedule.
- 4.10 All full time employees have permanently assigned duties and/or split shifts and days off.
- 4.11 Police Dispatchers will bid on shift in November of each year to be effective the following January.
- 4.12 **Temporary Change in Arrangements - Police Department:** The right to temporarily change assignments at the Police Department at any time shall be permitted, provided, however, that permission to change must be obtained

from the Chief of Police. No employee shall be unreasonably denied the right to change.

- 4.13 Each employee involved in the temporary change of shifts must sign the proper form indicating the dates and hours desired, and the form must be presented to the Chief of Police for authorization within a reasonable time prior to the change. If a request is unreasonably denied, such denial can be subject to the grievance procedure.
- 4.14 Police Department employees will be allowed to take a ten (10) minute coffee break, when physically able, for each four (4) hours of work performed with regular hours or overtime.

**Work Week - Town Hall and Annex:**

- 4.15 Thirty-five (35) hours per week. Monday through Wednesday from 8:00am to 4:00pm with one (1) hour unpaid lunch. Offices to be affected are the Administrator's office, Town Clerk's office, Finance and Tax Assessor's office, Building Inspector's office, Planning office, Water/Sewer Clerk's office, Tax Collector's office and Parks & Recreation office. Those offices will be available to the residents on Thursday from 8:00am until 7:00pm and will close at 12 noon on Fridays.
- 4.16 The hourly pay rates, as specified in the collective bargaining agreement, will not change.
- 4.17 For the purpose of utilization of sick leave, vacation, personal days, compensatory time, etc., employees will be charged as follows: ten (10) hours for Thursdays and four (4) hours for Friday.
- 4.18 Employees will receive a ten (10) minute paid rest break on Thursday evening.

**ARTICLE 5**

**PREMIUM PAYMENTS**

- 5.1 The following premium payments will apply to all FULL time employees except as indicated in 5.10 and 5.11.
- 5.2 Time and one-half shall be paid for all hours worked in excess of normal work hours in any one day or hours in any one week.
- 5.3 Employees will be eligible for overtime after 7:00pm on Thursdays and



12:00pm on Fridays, and will be paid in accordance with applicable provisions of the contract.

- 5.4 Any Police Department employee called back to work from vacation, sick time, etc., will be paid their regular day's pay and not have time deducted from his vacation, sick time, etc.
- 5.5 Time and one-half, in addition to straight time, shall be paid to any Highway Department employee who has been called back to work on a vacation day.
- 5.6 Any employee called back to duty shall receive a minimum of four (4) hours accredited time. Employees punching in within two (2) hours of their normal work day starting time, will receive pay at time and one-half for time worked. Employees will receive a minimum of two (2) hours of time and one-half for being called in after 5:00am. No one outside the bargaining unit shall perform work normally done by those within the bargaining unit unless agreement is made with the Union.
- 5.7 Approved sick leave, vacation, and personal leave shall be considered as regular time worked for the purpose of computing premium payments.
- 5.8 The Town will make every reasonable effort to distribute overtime equally among all employees of the bargaining unit on a rotating basis by seniority. The Town agrees to make available to the Union a record of such overtime work.
- 5.9 The part-time dispatcher/clerk, per diem dispatcher, dispatchers and sworn Officers may be used to fill dispatch vacancies for overtime, only from the rotating overtime list.
- 5.10 The part-time dispatcher/clerk will be paid straight time up to forty (40) hours in any work week. Effective July 1, 2006, hours over thirty-seven and one-half (37 1/2) will be paid at time and one half.
- 5.11 Part-time employees, other than dispatchers, will be paid straight time up to thirty-five (35) hours in any work week. Hours over thirty-five (35) hours in a work week will be paid at time and one-half.
- 5.12 Beginning July 1, 2006, compensatory time for all dispatchers *may* be granted at the discretion of the Chief of Police. Any unused, accrued compensatory time must be discharged on or before December 31, 2006.
- 5.13 Beginning July 1, 2007, all full time dispatchers shall be awarded an annual CALEA stipend of \$100.00 and part-time dispatchers shall be awarded an annual CALEA stipend of \$50.00.

- 5.14 Those dispatcher employees whose regular shift is either second or third shift shall receive one (1) additional vacation day as of July 1<sup>st</sup> of each year.
- 5.15 Employees will receive during normal working hours time and one-half for finish and rough carpentry, building construction, electrical and plumbing work and auto body work. The half-time will be straight compensatory time.
- 5.16 Effective July 1, 2006, second (2<sup>nd</sup>) shift dispatchers shall receive a thirty-five (.35) cent differential; and third (3<sup>rd</sup>) shift dispatches shall receive a fifty (.50) cent per hour wage differential.
- 5.18 Highway Department employees will receive a \$20.00 stipend for being on call. If called into work, the \$20.00 will be waived. Only one (1) employee a day will receive this stipend by rotation. Employees will also be paid as per the contract if called in while on call status. If more than one (1) individual is put on alert, no stipend will be paid. Other circumstances will be handled per the contract.
- 5.19 Employees may elect to have the time and one-half as pay or compensatory time of not more than ninety (90) cumulative hours at any one time except Dispatchers.

## **ARTICLE 6**

### **OUT OF GRADE PAYMENT**

- 6.1 When an employee is required to work in a higher classification, said employee shall receive pay in the higher classification in accordance with the prevailing rate of the higher classification.
- 6.2 If an employee is requested to work in a lower classification, said employee shall receive his regular rate of pay.
- 6.3 Employees will not be required to work out of classification unless there is an emergency.
- 6.4 Employees can work out of classification in higher or lower classes on an overtime basis.
- 6.5 The Town shall not call in anyone to do work within the bargaining unit unless every qualified member of the bargaining unit is first given an opportunity to perform such work assuming job classification is equal.

## **ARTICLE 7**

### **HOLIDAYS**

- 7.1 All employees covered by this agreement, shall be paid for the following Holidays.

New Year's Day	Columbus Day
Memorial Day	Armistice Day
Martin Luther King's Birthday	Thanksgiving Day
Independence Day	Day after Thanksgiving
President's Day	Christmas Eve
Victory Day (VJ)	Christmas Day
Labor Day	1/2 Day New Year's Eve
Presidential Election Day	One (1) Floating Holiday

- 7.2 It is understood that an employee will continue to receive such holidays even if the employee is on any of the following status during a holiday:

1. Jury Duty
2. Military Leave
3. Bereavement Leave
4. Sick Leave

- 7.3 Annual Military Leave shall consist of fifteen (15) consecutive calendar days, which will be without loss of pay. Holidays will be paid only in this period.

- 7.4 Bereavement Leave shall be applicable to Section 10.1 of the contract.

- 7.5 The Town will compensate part-time employees who are required to work on holidays their regular pay plus holiday pay for hours worked.

**Highway and Town Hall**

- 7.6 Employees are entitled to the day off with pay for all holidays listed in 7.1.

- 7.7 Thereafter, whenever a holiday falls on a vacation day, the employee shall be entitled to an additional day off to compensate for the holiday.

- 7.8 If a holiday falls on Saturday, all employees, except dispatchers, will be granted Friday off with pay.

If a holiday falls on a Sunday, all employees, except dispatchers will be granted Monday off with pay.

- 7.9 If an employee works on a holiday which is a regular day off, the employee will receive double time and one-half for regular work hours and time and one-half for all hours over regular work hours.

- 7.10 If a holiday falls on either a Friday or a Saturday, Town Hall employees will get Friday off and will work Thursday till 4:00pm.
- 7.11 If a holiday falls on either a Friday or a Saturday, Highway employees will get Friday off.
- 7.12 If Christmas falls on a Monday, the employee will get Tuesday off.
- 7.13 If a holiday falls on a Monday, Tuesday, Wednesday or Thursday, the employee will get that day off.
- 7.14 If Christmas day falls on a Sunday Town Hall employees will work Thursday till 4:00pm and will get Friday and Monday off.
- 7.15 If New Years day falls on a Sunday or Monday, Town Hall and Municipal Annex employees will get Friday and Monday off. The Highway and Recreation Departments will work Friday from 7:00am to 11:00am and have Monday off.

**Police Department**

- 7.16 Dispatchers are required to work on holidays that fall within their regular work schedule.
- 7.17 Whenever any employee works on a holiday, he/she will receive double time and one-half for all hours worked.
- 7.18 All employees who work beyond eight (8) hours on a holiday, will receive time and one-half for all hours worked.
- 7.19 When a holiday falls within an employee's scheduled vacation, the employee shall receive a day's pay and will not be charged vacation leave for his/her absence on that day.
- 7.20 When a holiday falls on an employee's scheduled day off, the employee shall receive an additional day's pay.
- 7.21 If an employee works on a holiday and that day is normally his/her day off, the employee shall receive double time and one-half for the first eight (8) hours worked on that day and time and one-half for all other hours worked on that day.

**ARTICLE 8**

**VACATIONS**

- 8.1 All employees who have six (6) months or more seniority shall receive vacations with pay equal to their regular weekly salary computed based on their anniversary date.

8.2	<u>Completed Years of Service</u>	<u>Vacation</u>
	1 year	6 days
	2 years - 5 years	13 days
	6 years - 10 years	19 days
	11 years - 19 years	23 days
	20 years and over	Add one (1) day per year up to 27 days
		20 = 24    21 = 25    22 = 26    23 = 27

- 8.3 The distribution of vacation pay shall be on or before the start of the employees vacation with two (2) weeks written notice to their immediate supervisor.
- 8.4 Part-time employees will receive vacation time as follows: Twenty-five (25) hours per year starting with their first year anniversary.
- 8.5 Time for taking vacation shall be approved by the Department Head. Seniority shall determine preference in scheduling vacation periods, subject to Departmental programs. All employees by seniority in each division may have first choice in selecting blocks of vacation of up to two (2) weeks. Once original requests are made, all other vacation requests will be on first come basis.
- 8.6 If an unusual circumstance should arise, an appeal may be made to the supervisor. Employees do not have to take one (1) week's vacation in July every year.
- 8.7 No more than one (1) year's vacation may be carried over from year to year.
- 8.8 Vacations, as to part-time Dispatchers: Pro-rated to equal 50% of full time employees' entitlement.
- 8.9 All accumulated vacation pay, based upon anniversary date, shall be paid to the employee upon voluntary termination, retirement, or upon death of the employee. Such payment shall be made to the employee's next of kin, or to employee's estate. Employees completing the years of service shall be granted vacation according to aforementioned schedule.
- 8.10 Employees shall bid for vacation dates and the appropriate Department Head shall be responsible for approval of vacation periods in accordance with seniority and departmental requirements as determined by the appropriate

**Department Head. Each employee by the first week of February shall submit in writing their vacation for the upcoming calendar year. Requests will not be unreasonably denied.**

- 8.11 The Town will furnish the employee, in writing, on or about November 1<sup>st</sup> of each year the balance, if any, of vacation due.**

## **ARTICLE 9**

### **SICK LEAVE**

- 9.1 Sick leave with pay is hereby defined to mean the absence from duty of any employee because of personal illness, bodily injury, exposure to contagious diseases, or illness of spouse, children, or parents.**
- 9.2 Police Department: Requests for sick leave must be reported to the Officer in Charge (OIC) at least (4) hours before the employee's scheduled starting time if possible.**
- 9.3 Highway Department: Requests for sick leave must be reported to the Department Head prior to the employee's scheduled reporting hours for work, if possible.**
- 9.4 Town Hall: Requests for sick leave must be reported to the Department Director or designee at least one (1) hour prior to the employee's scheduled reporting hours for work, if possible.**
- 9.5 All absences of more than three (3) days duration must be substantiated by a doctor's certificate stating the cause and expected duration of an employee's leave.**
- 9.6 Paid sick leave for any employee shall be granted at the rate of seven (7) days for the first year of service and sixteen (16) days for each year after the first year and shall not accumulate in excess of one hundred eighty (180) days.**
- 9.7 Part-time employees will be entitled to sick time as follows:  
Twenty-five (25) hours per year starting with the first year .**
- 9.8 Sick leave as to part-time dispatchers: Pro-rated to equal 50% of full time employees' entitlement.**
- 9.9 Record of accumulated sick time shall be posted on employee's personnel Record periodically.  
An employee upon request, may review his/her accumulated sick time balance.**

- 9.10 When the service of an employee shall be terminated by retirement, i.e., mandatory, voluntary, death or otherwise, such employee or his/her estate shall be entitled to receive one-half (1/2) pay for each hour of accrued sick time to his/her credit as of the date of termination for up to fifteen (15) years service. Employees or his/her estate shall receive full pay for each hour of accrued sick time to his/her credit after fifteen (15) years of completed service from date of hire.

## **ARTICLE 10**

### **BEREAVEMENT**

- 10.1 Bereavement (Funeral) leave shall be granted to any full time employee for a period of five (5) business days (part-time employees pro-rated) because of the death of the employee's father mother, spouse, child, brother, or sister. Three (3) business days shall be granted to any full time employee (part-time employees pro-rated) for the death of a brother-in-law, sister-in-law, father-in-law, and mother-in-law, daughter-in-law, son-in-law, grandmother and grandfather.
- 10.2 Funeral leave may be granted to employees for one (1) day for relatives other than the above to permit attendance at the funeral at the discretion of the Town Administrator upon the recommendation of the Department Head.
- 10.3 All bereavement leaves shall be utilized within ten (10) calendar days of notification of said death.
- 10.4 One local Union representative shall be allowed one half (1/2) day with pay to attend the funeral of a Local Union member.

## **ARTICLE 11**

### **PERSONAL LEAVE**

- 11.1 All full time employees will be entitled to four (4) personal leave days with pay up front on date of hire and thereafter on their anniversary date.
- 11.2 Employees shall not be required to state the reason for personal leave.
- 11.3 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of department functions.
- 11.4 Personal leave days must be used in the year earned unless an employee is unreasonably denied the use of such days.

## **ARTICLE 12**

### **LIFE INSURANCE**

- 12.1 The Town agrees to purchase and pay for a life insurance policy covering each employee, including permanent part-time employees, in the bargaining unit. Said policy shall be in the amount of fifty thousand (\$50,000) dollars. Employees with fifteen (15) years or more Town service, at their own expense, can receive life insurance at the Town's group rate upon leaving Town employment.

## **ARTICLE 13**

### **LONGEVITY**

- 13.1 All full time employees covered by this contract shall be entitled to longevity payments annually as outlined. Members entitled to longevity payments shall be paid one lump sum on employee's anniversary date.

#### **Percentage of Base Pay**

	<b><u>05-06</u></b>	<b><u>06-07</u></b>	<b><u>07-08</u></b>
Completion of five (5) years	2.75	3.00	3.00
Completion of ten (10) years	4.75	5.00	5.00
Completion of fifteen (15) years	5.25	5.50	5.50
Completion of twenty (20) years and over	5.75	6.00	6.00

- 13.2 When the service of an employee shall be ended by layoff, retirement or death, the employee or his estate, whichever is appropriate, shall receive all longevity payments due the employee on a pro-rated basis for that year.

## **ARTICLE 14**

### **RETIREMENT**

- 14.1 The Town agrees to continue coverage for all employees under the Municipal Employees Retirement System.
- 14.2 All employees covered by this agreement shall be eligible for Rhode Island T.D.I. at the expense of the employee. The Town agrees for such deduction.
- 14.3 All employees who retired after December 31, 1999 will receive a COLA Plan B. Employees will contribute an additional 1% toward retirement effective as per State law.



- 14.4 All employees shall give the Town a minimum of two (2) weeks notice of the effective date when voluntarily terminating their employment with the Town.

## **ARTICLE 15**

### **HEALTH AND DENTAL INSURANCE**

- 15.1 Sixty (60) days from date of employment all employees shall be covered by the following family or individual health programs dependent upon his/her marital status.

**Delta Dental Family Coverage Level II - paid by the Town  
Blue Cross Healthmate Coast to Coast  
Blue Cross - Family Script  
Individual/Family Vision Care - Healthmate Plans only -  
whichever is appropriate.**

- 15.2 Effective July 1, 2005 all employees to contribute five percent (5%) to costs of health care and dental premiums with an annual maximum of \$750.00 for a family plan and \$300.00 for a single plan.
- 15.3 Those members who choose to opt out of health care and dental benefits, shall be entitled to fifty (50%) percent of the premium not to exceed \$5,000.00 for a family plan and \$2,000.00 for a single plan. If employees elect this option, they must do so during the first month of the fiscal year. No employee may be compelled to accept such an alternative payment. If an employee chooses to exercise this option, he shall only be allowed to elect back into the health plan in the event of marriage, divorce, death or spouse or child, birth or adoption of a child, termination from employment of his spouse or any other major change in family circumstances recognized under applicable law or during open enrollment period and return any unused portion of payment of received.
- 15.4 Part-time permanent employees may, at their own cost, receive medical coverage at the Town's group rate if they so choose.
- 15.5 The Town has a right to investigate other health plans of equal benefit and comparable participating doctors and medical facilities and present their findings to the Union for approval of an alternate health plan. Such approval will not be unreasonably denied.
- 15.6 The Town of North Smithfield and Local 937 hereby agree that all Town employees hired before July 1, 2005 will be covered at the Town's expense for current health and dental insurance coverage (family or individual) when they retire or become disabled if they have completed twenty (20) years of service up to age 65.

## **ARTICLE 16**

### **ON THE JOB INJURY**

- 16.1 Employees injured on the job shall not lose any benefits covered by this agreement. Employees injured on the job shall be entitled to Workers' Compensation. There shall be no accumulation of sick leave or vacation time or holidays during the period of absence from the job because of injury on the job.

## **ARTICLE 17**

### **MILITARY SERVICE - JURY DUTY**

- 17.1 The provisions of the Federal Laws or any amendments thereof, while in effect, will govern the re-employment of ex-servicemen.
- 17.2 The Town agrees that when an employee is absent due to annual reserve military training of two (2) weeks, he shall receive the difference between his straight time hourly pay and that which he received for his military service.
- 17.3 An employee who is required by law to be absent from work for Jury Duty will be paid his regular salary and turn over to the Town the check he receives from the court.

## **ARTICLE 18**

### **UNION REPRESENTATIVE - OFFICIAL TIME OFF**

- 18.1 The Town agrees that during regular working hours, on the Town's premises, one Local Union Representative shall be allowed time off with pay to attend negotiating meetings, and/or Union business with Town officials.

The Representative will notify his/her respective supervisor prior to going on Union business. If a Union official must respond in an impromptu manner, the officer will notify his/her supervisor as soon as possible.

- 18.2 All duly accredited Union Council 94 Representatives shall have access to the Town's premises during normal business hours for the purpose of investigating and processing grievances, conferring with Local Representatives and/or Town Representatives.

## **ARTICLE 19**

## **DISCIPLINE AND DISCHARGE**

- 19.1** Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined in Article 27. If a supervisor has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee. After a period of one (1) year, if the employee has not committed any further infractions of appropriate rules and regulations, the employee may request to have oral and/or written reprimands expunged from their records and the Employer will comply. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request and also upon official request of the Union President or Union designee for legitimate Union business. Where appropriate, disciplinary action or measures shall include only the following:

Oral reprimand  
Written reprimand  
Suspension or  
Demotion where appropriate  
Discharge

When any disciplinary action is to be implemented, the Employer shall before or at the time such action is taken, notify the employee and Union in writing of the specific reasons for such action.

- 19.2** The Town and the Union recognize State and Federal regulations for those employees required to have Commercial Driving Licenses (CDL's) as part of their employment in a job classification.
- 19.3** Employees will receive the following actions upon confirmed infractions of tolerance requirements pertaining to drug and alcohol:
- 19.4** First infraction - Five (5) days suspension without pay, rehabilitation with Town's EAP provider and reduction in classification and pay to laborer until license is recovered within ninety (90) days.
- 19.5** Second infraction - Move to non CDL position or resign or termination.
- 19.6** The Employer shall not discharge or suspend an employee without just cause. Within two (2) weeks of such suspension or discharge, the Union may file a grievance with the Town Administrator as set forth in Article 27.

cause. Within two (2) weeks of such suspension or discharge, the Union may file a grievance with the Town Administrator as set forth in Article 27.

- 19.7 In the event that an employee is dismissed, demotion or suspended under this section, and such employee grieves such action and his grievance is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal, demotion, or suspension.
- 19.8 No hearing shall be public except by agreement of the parties involved.
- 19.9 The employee may be represented by the Union, and the Union shall have the right to designate counsel to represent it and the employee.
- 19.10 To avoid arbitrary firings when a department head is not satisfied with the performance of work of an employee, the employee shall be counseled in the presence of his Local Union Representative in order to help improve the employee's performance of work.

## **ARTICLE 20**

### **TOOLS AND CLOTHING ALLOWANCE**

- 20.1 The Town will furnish all tools, excluding mechanics, subject to current practice, necessary for the performance of the Highway Department and Parks & Recreation Department employee's assigned duties.
- 20.2 The Town shall give each Highway employee and Recreation Department employee, including mechanics, \$325.00 in December and \$300.00 in June for uniforms to perform their duties. The Town will approve the style and color. This will be implemented after the present contract for rented uniforms is terminated.
- 20.3 Dispatchers shall receive an annual clothing allowance of \$300.00. Any unused portion of the clothing allowance will be paid directly to the employee on or about June 15<sup>th</sup> of each year.
- 20.4 The Animal Control Officer shall receive a clothing allowance of \$275.00 to be paid in December and an additional \$150.00 to be paid in June for safety uniforms.
- 20.5 There may be an annual inspection of all department employees. Employees may be required to purchase items of uniform they may lack or replace items of uniform that are torn or appear in need of replacement. No alterations will be allowed to a standard agreed upon uniform. A sum of money, not to exceed one hundred (\$100.00) dollars may be held back from the employee's

uniform allowance until the uniform replacement is made. The total cost of replacement shall not exceed one hundred (\$100.00) dollars. It is understood that employees will be required to wear a uniform during normal working hours.

- 20.6 When an employee has damaged his eyeglasses on Town connected work, the Town agrees to replace or repair, if practicable, such eyeglasses. Replacement shall not exceed one (1) pair of eyeglasses per length of this contract, unless approved by the Town Administrator. Protective eyewear must be worn over prescription glasses.

## **ARTICLE 21**

### **SAFETY AND HEALTH**

- 21.1 The Town and the Union shall cooperate in the enforcement of safety rules and regulations.
- 21.2 Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be considered immediately by the appropriate Department Head. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.
- 21.3 Any employee covered by this contract shall not be required to operate any equipment within the Highway Department which is not properly heated when the temperature falls to 32 degrees Fahrenheit or below.
- 21.4 Police Dispatchers will not be responsible for and will be held harmless for any prisoners being held at the Police station. However, Dispatchers shall be responsible for the monitoring of prisoners and for following the policies, procedures and practices of the Police Department.
- 21.5 If an employee has had his/her license lost, revoked or suspended for more than ninety (90) calendar days and such license is a requirement of the job, he/she is classified as, such employee will automatically be reduced in class to a non-driving position and pay. Upon acquiring the appropriate license such employee will be able to bid on all future vacancies that are posted.
- 21.6 There will be a standing order for the police station to monitor those individuals who work after or before the normal work shift in the highway.
- 21.7 The Town will provide proper ventilation for the highway garage.

## ARTICLE 22

### EMERGENCY

- 22.1 In the event of an emergency pertaining to any department duties and employees are assigned to additional duty by the Head of the Department, employees shall be given first choice to work in their proper work classification according to seniority.
- 22.2 The Town Administrator and/or the appropriate Department Head may take whatever actions may be necessary to carry out the Town's mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.
- 22.3 Police Department employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.
- 22.4 Highway Department employees, who for any reason work beyond their regular quitting time into the next shift, shall be granted the regular rest periods that occur during the shift.
- 22.5 Highway Department employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period. Notwithstanding the above, employees who are willing to work in excess of sixteen (16) hours may do so voluntarily.

## ARTICLE 23

### SENIORITY

- 23.1 There shall be two (2) types of Seniority.
- 23.2 Town Seniority - which is overall length of status with the Town in a bargaining unit position regardless of department. Town seniority will be used for longevity and vacation accruals.
- 23.3 Department Seniority - overall seniority within any classification within any one department.
- 23.4 For the computation of seniority for any full time employee who was previously a part-time employee, the following will be in effect: all part-time work will be computed as half time for seniority purposes for vacation and longevity pay.

- 23.5** New employees shall be considered probationary employees for a period of six (6) months from date of hire. Upon completion of this six (6) month period the employee shall be placed on the Seniority Roster and the effective date of this seniority shall be the date of hire.
- 23.6** Seniority lists showing the seniority status of employees shall be given to the Union upon signing of this agreement, and thereafter corrected when necessary. Two (2) copies of each list shall be given to the Union. Seniority lists will be posted annually.
- 23.7** Whenever a layoff becomes necessary employees will be laid off on the basis of their Department Seniority, and those with the least seniority shall be laid off first. An employee shall be entitled to two (2) weeks notice or two (2) weeks pay in lieu of notice. Whenever it becomes necessary to increase the working force, laid off employees shall be recalled in the inverse order of their layoff before any new employees are hired in any department covered by the bargaining agreement. Laid off employees shall retain recall rights for one (1) year from date of layoff.
- 23.8** Employees whose jobs are abolished or eliminated shall be permitted to exercise their seniority rights of return in accordance with the layoff provision in Article 23, Section 4.
- 23.9** Employees subject to recall shall be notified by the Town by certified mail, return receipt requested. A copy of such recall letter shall be given to the Local Union President. The employee shall have three (3) working days subsequent to the mailing of the certified mail that he will return to work. Such certified letter shall be mailed to the employee's last mailing address given by the employee to the Town. Such certified letter shall be mailed to the employee's last mailing address given by the employee to the Town.
- 23.10** The Town agrees with the concept of seniority and further agrees that the principle shall be applied with respect to:

Vacancies  
Vacation Schedules  
Job Assignments

- 23.11** Should a grievance arise over the application of the seniority rules, the grievance shall be applicable.
- 23.12** Seniority shall be considered broken for the following reasons only:
- When an employee has been discharged for just cause.
  - When an employee voluntarily terminates his employment.

- When an employee fails to respond to recall notice.
- When an employee fails to notify his departmental director of this absence from work within three (3) working days unless extenuating circumstances prohibit such notice.
- When an employee fails to renew a leave of absence.
- When an employee engages in other work without authorization while on leave of absence.
- When an employee is laid off in excess of one (1) year.

## ARTICLE 24

### NEW EMPLOYEES

- 24.1 All new employees engaged by the Town shall be deemed for the first six (6) months of their employment to be probationary employees. All such probationary employees may be dismissed during the probationary period without recourse to the contractual grievance procedure. If a probationary employee is dismissed, earned vacation shall be pro-rated and paid.

## ARTICLE 25

### STRIKES & LOCKOUTS

- 25.1 The Union or the employees will not participate in, engage, cause, call, or sanction, directly or indirectly, any strike, work stoppage or slowdown. The Town will not lock out its workers.

## ARTICLE 26

### SAVINGS CLAUSE

- 26.1 Should any provision of this agreement be found to be in violation of any Federal or State Law by a court or competent jurisdiction, such portion shall be negotiated by both parties. All other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## ARTICLE 27

### GRIEVANCE PROCEDURE



- 27.1** For the purpose of this agreement, the term "grievance" means any difference or dispute between the Town and the Union or between the Town and any employee with respect the interpretation, application, or violation of any of the provisions of this agreement.
- 27.2** There shall be a grievance procedure as follows:
- 27.3** A grievance shall be presented by the aggrieved employee and/or by the Union within five (5) working days of the time the employee knew or should have known of such grievance.
- 27.4** An aggrieved employee shall discuss his problem with his Union Representative and the Department Head or Chief of Police, whichever is appropriate, who shall attempt to settle the problem within one (1) working day.
- 27.5** If the grievance is not resolved, it shall be submitted to the Town Administrator, who shall meet with the employee and Union Representative within ten (10) calendar days of the request to conduct a hearing on the grievance. The Town Administrator shall render a decision to the employee and the Union within ten (10) calendar days of the meeting.
- 27.6** Either party to this agreement shall be permitted to call witnesses as part of the grievance procedure. The Town, on request, will produce payroll and other records, as necessary. The Union Representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance without Union representation. If such grievance is processed without Union representation, the facts of said grievance will be furnished to the Union upon request.
- 27.7** The Union will have the right to automatically proceed to the next step of the grievance procedure if the Town fails to meet or upon meeting, fails to render a decision.
- 27.8** It is also agreed that in all cases of dismissal the aggrieved and/or Union Committee may go immediately to Section 27.1 of the grievance procedure. It is further agreed that either party may submit a grievance to each other and proceed immediately to Section 27.5 above.

#### **ARBITRATION**

- 27.9** A grievance which is not resolved under the grievance procedure may be submitted by the Union to the American Arbitration Association. The notice shall be filled not later than thirty (30) calendar days after receipt of a decision in writing from the Town.

- 27.10 The expense of the arbitration will be shared equally by the parties. The decision of the arbitrator shall be final and binding on all matters, provided further that the arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement.**

## **ARTICLE 28**

### **LABOR/MANAGEMENT COMMITTEE**

- 28.1 The parties agree to meet when requested by either side to discuss and attempt to agree on practices and/or policies which may have been in existence in the past and either side wishes to continue as a mutually accepted practice for the future.**

## **ARTICLE 29**

### **MANAGEMENT RIGHTS**

- 29.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Town and the employees are vested solely in the Town. For example, but not limited thereto, the Employer shall have the exclusive rights, subject to the provisions of this agreement and consistent with the applicable laws and regulations:**
- 29.2 To direct employees in the performance of the duties of their positions.**
- 29.3 To hire, promote, transfer, assign, and retain employees in positions within the bargaining units and to suspend, demote, discharge, or take other disciplinary action against such employees.**
- 29.4 To maintain the efficiency of the operations entrusted to it.**
- 29.5 To determine the methods, means, and personnel by which such operations are to be conducted.**
- 29.6 To relieve employees from duties because of lack of work or for other legitimate reasons.**
- 29.7 To take whatever actions may be necessary to carry out its mission in emergency situations, i.e. an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.**

## **ARTICLE 30**

### **POSTINGS OF VACANCIES AND NEW GROUPS**

- 30.1 The Town agrees to post all vacancies and new positions on all department bulletin boards within seven (7) working days of their occurrence.**
- 30.2 When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) day period. Within thirty (30) calendar days of expiration of the posting period, the Town will award the position to the most senior qualified applicant from the same department as determined by the Town Administrator and Finance Director. If there are no qualified applicants from the department where the vacancy exists, bargaining unit applicants from other departments will be considered based on Town seniority and qualifications as determined by the Town Administrator and Finance Director. The successful applicant shall be given thirty (30) calendar days in the new position as a trial period at the applicable rate of pay.**
- 30.3 If within the trial period it is determined by the appropriate Department Head that the employee is not qualified to perform the work or the employee chooses to return to his previous position, he/she shall be returned to his/her prior position and rate of pay. Said employee may pursue this matter subject to the grievance and arbitration provisions of this agreement, as to his/her qualifications and trial period.**
- 30.4 If no applicant is qualified as determined by the Town Administrator and Finance Director, the Town may fill the position from outside the bargaining unit and the Union may pursue the matter subject to the grievance and arbitration provisions of this agreement.**
- 30.5 The Town will have a right to fill any position vacant due to a leave of absence, if they so choose, with a temporary employee subject to Paragraph 30.2. Such position will be posted as a restricted position for a limited period subject to the return of the incumbent's leave of absence. The temporary employee will be placed in a probationary period. The temporary employee will be subject to all rights and privileges contained herein except that the temporary employee can be terminated at any time without recourse if the incumbent employee returns from his leave. Qualified part-time employees will have first option to work temporarily in a full time vacancy because of a leave and will return to the previous position upon return of the incumbent employee. Nothing herein stated will deny the right of the incumbent to return to their position prior to their leave expiring. Temporary employees shall pay to the Union each month a service charge as a contribution toward**

the administration of this agreement in an amount equal to the regular monthly dues from the first day of employment.

- 30.6 The Town Administrator shall be allowed to hire seasonal employees who will not be part of this contract. Temporary employment shall not exceed twelve (12) weeks.
- 30.7 Temporary help can be used for up to forty-five (45) days in all union positions due to a leave of absence, reclassification, sick leave or Workers' Compensation leave only. Vacancies must be posted in a timely manner.

## ARTICLE 31

### BULLETIN BOARDS

- 31.1 The employer agrees to provide bulletin board space in the Town Hall, Municipal Annex, Highway Department, and Police Department where notices of Employer and Union matters may be posted.

## ARTICLE 32

### LEAVE OF ABSENCE

- 32.1 It is agreed that, upon written application, an employee with permanent status (ie) not a probationary employee may be granted a leave without pay, not to exceed six (6) months, subject to renewal, for reasons of personal illness, disability, or other purpose deemed proper and approved by the Department Head with final approval of the Town Administrator. Such a request will not be unreasonably denied.
- 32.2 Leave of absence in excess of one (1) year shall be granted only with the consent of both parties to this agreement, but consent shall not be unreasonably withheld when a medical certificate is submitted, provided the Town will have the right to its own medical examination(s) of the employee by its own medical examiner at the Town's expense and the Town's medical examiner agrees that the excess time is medically necessary. If the Town's physician and the employee's physician disagree as to the need for the excess time, the two physicians shall select a neutral third physician who shall examine the employee and render an opinion as to the necessity for the excess leave time. The third physician's opinion shall be binding on both parties. The cost of the third physician shall be shared equally by the Town and the Union. Any leave granted under Article 33 shall be without pay.
- 32.3 At the termination of the leave of absence, the employee will be returned to his former position if he is able to perform the work, as determined by the

appropriate Department Head with advice of employee's physician and/or the Town physician.

- 32.4 Seniority shall be retained and shall accumulate during all leaves of absence, however, no accrual of benefits (ie. sick leave, vacation, etc.) shall be allowed while the employee is on a leave of absence without pay except employees receiving Workers' Compensation benefits, shall accrue vacation, sick time, personal leave, and holidays for up to six (6) months if out of work continuously or for a maximum of six (6) months on any one injury.
- 32.5 All employees who are on an approved leave of absence without pay for up to one year shall continue to receive all health benefits pursuant to Article 15.

### **ARTICLE 33**

#### **LENGTH OF AGREEMENT**

This agreement shall become effective on July 1, 2005 and shall remain in effect through the 30<sup>th</sup> of June, 2008 and shall be renewed automatically from year to year thereafter, unless either party gives written notice of the desire to modify or terminate to the other party at least one hundred twenty (120) days before the last day on which money can be appropriated by the municipal employer in the year the contract expires. The Town must notify the Union as to when that date is so that the Union has sufficient time to submit a request for negotiations. It is understood by both parties that the contract in effect at the start of negotiations will continue until negotiations have culminated in the new agreement.

### **ARTICLE 34**

#### **SALARIES**

- 34.1 The salaries for this agreement shall be 3% increase for the first year; 3% increase effective 7/1/06 and 3.0% increase effective 7/1/07. (Salary – See Appendix A)
- Highway Mechanics as of July 1, 2006 will receive \$1.00 more per hour.
  - Part-time Dispatchers as of July 1, 2006 will receive a rate of pay of \$14.71 per hour.

In witness whereof, we the undersigned, hereunto set our hands and seals on this 15th day of June, 2007.

**R. I. Council 94, AFSCME  
AFL-CIO, Local 937**

**Town of N. Smithfield**

Joseph R. Pichman  
Council 94

Robert B. Laine T.A.  
Town Administrator

Michael R. T. Revord  
Local 937 President

Jill A. Senema  
Finance Director

James O'Call U.P.  
Local 937

Robert A. Todd  
Town Clerk

## SALARY SCHEDULE

	<u>Effective</u>		
	<u>7/1/2005</u>	<u>7/1/2006</u>	<u>7/1/2007</u>
Asst Tax Collector	18.07	18.61	19.17
Finance Clerk I	15.17	15.63	16.10
Finance Clerk II	13.64	14.05	14.47
Senior Clerk	17.04	17.55	18.08
Recording Clerk	13.64	14.05	14.47
Inspection Division Clerk	13.28	13.68	14.09
Secretary (Tax Assessor's)	13.28	13.68	14.09
Part Time Finance Secretary	11.01	11.34	11.68
Planning Secretary	13.28	13.68	14.09
Part Time Planning Secretary	11.01	11.34	11.68
Asst Labor Foreman	16.83	17.33	17.85
Animal Control Officer	17.16	17.67	18.20
Police Dispatcher (First Shift)	14.96	15.41	15.87
Police Dispatcher (Second Shift)	14.96	15.41*	15.87*
Police Dispatcher (Third Shift)	14.96	15.41*	15.87*
Police Clerk/Dispatcher (part time	13.24	14.71	15.15
Mechanic	16.24	17.73	18.26
Mechanic/Driver	16.24	16.73	17.23
Equipment Operator	15.84	16.32	16.81
Truck Driver	15.15	15.60	16.07
Laborer	13.59	14.00	14.42
Clerk (Highway)	13.28	13.68	14.09
Highway Dispatcher	13.59	14.00	14.42
Parks and Rec Main. Supervisor	15.96	16.44	16.93

\*See Article 5.16. Effective 7/1/2006, second shift dispatchers shall receive .35 cent differential, and third shift dispatchers shall receive a .50 cent differential.\*